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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 6th January 2006

No. 169—li/1(BH)-50/1992 (Pt.)-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 6th December 2005 in Industrial Disputes Case No. 114 of 1993 of the Presiding Officer, Labour Court, Bhubaneswar to whom the Industrial Disputes between the management of M/s Ceeta Polymers Ltd., Balasore and its workman Shri U. N. Behera, At Gourapur, P. O. Rasalpur, Via Mitrapur, Balasore was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 114 OF 1993

Dated the 6th December 2005

Present :

Shri P. K. Sahoo, O.S.J.S. (Jr. Branch)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

M/s Ceeta Polymers Limited .. First Party—Management
Balasore.

And

Shri U. N. Behera .. Second Party—Workman
At Gourapur, P. O. Rasalpur,
Via Mitrapur, Balasore.

Appearances :

For the First Party—Management .. Shri Vikas Kedia

For the Second Party—Workman himself .. Shri Upendra Nath Behera

AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 10168-li-1(BH)-50/1992-L. E., dated the 6th August 1993.

“ Whether the termination of services of Shri Upendra Nath Behera, Fitter by the management of M/s Ceeta Polymers Limited, Balasore with effect from the 27th August 1991 is legal and/or justified ? If not, what relief he is entitled to ?”

2. Both the parties are present. A joint petition for compromise is filed by both the parties drawn up in form ‘K’ along with seven copies and prayed to pass an Award in terms thereof. The terms of settlement are readover and explained to both the parties and they admitted the same to be true and correct.

3. In view of the compromise, the workman received a lump sum amount of Rs. 20,000 (Rupees twenty thousand) only towards full and final settlement and accordingly he endorsed his signature in the order sheet. The settlement being fair, is recorded. An award is passed accordingly and the terms of the settlement do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO
6-12-2005
Presiding Officer
Labour Court, Bhubaneswar

P. K. SAHOO
6-12-2005
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
D. MISHRA
Under-Secretary to Government

FORM 'K'

(See Rule 64)

Memorandum of Settlement

Name of the Parties :

Management	Workman
M/s Ceeta Industries Ltd. Formerly known as M/s Ceeta Polymers Limited Ganeswarpur Industrial Estate, Balasore.	Shri Upendra Nath Behera Son of Shri Sarat Chandra Behera Village Gourapur, P. S. Remuna, P. O. Rasalpur, Via Mitrapur District Balasore.

Made part of the Award

P. K. SAHOO

6-12-2005

Presiding Officer, Labour Court
Bhubaneswar

SHORT RECITAL OF THE CASE

Consequent upon the dismissal of service of the workman namely Shri Upendra Nath Behera, S/o Shri Sarat Chandra Behera, Village Gourapur, P. O. Rasalpur, P. S. Remuna, Via Mitrapur, District Balasore, by the management of M/s Ceeta Industries Ltd., formerly known as M/s Ceeta Polymers Limited, Ganeswarpur Industrial Estate, Balasore, the State Government has made reference the above dispute to the Presiding Officer, Labour Court, Bhubaneswar for adjudication. The said reference has been registered as Industrial Dispute Case No. 114 of 1993 by the Presiding Officer, Labour Court, Bhubaneswar. During pendency of the said case, both the management and the workman have amicably settled the above dispute on the following terms and conditions :—

TERMS OF SETTLEMENT

1. That the workman has voluntarily received a sum of Rs. 20,000 (Rupees twenty thousand) only as token of payment from the management of M/s Ceeta Industries Ltd., formerly known as M/s Ceeta Polymers Limited, Ganeswarpur, Industrial Estate, Balasore towards full and final settlement of all his legal dues with regard to his termination of service.

2. That since the workman has received as token payment of all his legal dues from the management and as such he has neither claim of reinstatement of service nor any other financial claim against the management in any manner whatsoever.

3. That , both the workman and management agreed to drop the aforesaid Industrial Dispute Case No. 114 of 1993 pending before the Presiding Officer, Labour Court, Bhubaneswar in terms of this settlement.

WITNESSES :

1. JAYANTA KUMAR SAHOO (Advocate)
S/o. Late Chaitanya Prasad Sahoo
At Akalpur, P. S. Town, Dist. Balasore.

UPENDRA NATH BEHERA
Dt. 6-12-2005
Signature of the workman

2. BIJAY KU. DAS
S/o. Late Ajay Narayan Das
At/P.O. Bairamnagar, Dist. Balasore.

VIKAS KEDIA
Signature of the representative
of the management

MONEY RECEIPT

Consequent upon my dismissal of service and in terms of the bipartite settlement, I, Shri Upendra Nath Behera, S/o Shri Sarat Chandra Behera, Village Gourapur, P. O. Rasalpur, P. S. Remuna, Via Mitrapur, District Balasore (workman) in Industrial Dispute Case No. 114 of 1993 pending in the Court of Presiding Officer, Labour Court, Bhubaneswar have voluntarily received a sum of Rs. 20,000 (Rupees twenty thousand) only in presence of the witnesses from the management of M/s Ceeta Industries Ltd., formerly known as M/s Ceeta Polymers Limited, Ganeswarpur Industrial Estate, Balasore towards full and final settlement all my legal dues. On the receipt of the same I have neither claim of service nor any other financial claim against the said management in any manner whatsoever.

WITNESSES :

1. JAYANTA KUMAR SAHOO (Advocate)
S/o. Late Chaitanya Prasad Sahoo
At Akalpur, P. S. Town, Dist. Balasore.

UPENDRA NATH BEHERA
Dt. 6-12-2005
Signature of the workman

2. BIJAY KU. DAS
S/o. Late Ajay Narayan Das
At/P.O. Bairamnagar, Dist. Balasore.